

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Cost-Plus-Fixed-Fee		Page 1 Of 8	
2. Amendment/Modification No. 03		3. Effective Date 2004JAN27		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM WARREN BLDG 231 AMSTA-AQ-ATAA PRIXIE T. CRUZ (586)574-8917 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: CRUZP@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA DAYTON AREA C, BUILDING 30 1725 VAN PATTON AVENUE WRIGHT PATTERSON AFB, OH 45433-5302		Code S3605A	
				SCD C PAS NONE ADP PT HQ0337			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) INTERNATIONAL CONSULTANTS, INC. 4134 LINDEN AVENUE, STE. 300 DAYTON, OH. 45432-3035 TYPE BUSINESS: Small Disadvantaged Business Performing in U.S.				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
						9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE07-99-D-S011/0027	
						10B. Dated (See Item 13) 2002NOV06	
Code 0J8L5		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) ACRN: AC NET INCREASE: \$74,910.15							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS							
KIND MOD CODE: G It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/>		A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.				The Changes Set Forth In Item 14 Are Made In	
<input type="checkbox"/>		B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
<input checked="" type="checkbox"/>		C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: Mutual Agreement of the Parties					
<input type="checkbox"/>		D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
SEE SECOND PAGE FOR DESCRIPTION							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) MARY L. MCCULLOUGH MCCULLOM@TACOM.ARMY.MIL (586)574-5268			
15B. Contractor/Offeror _____ (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____/SIGNED/ (Signature of Contracting Officer)		16C. Date Signed 2004FEB03	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-99-D-S011/0027 MOD/AMD 03	Page 2 of 8
Name of Offeror or Contractor: INTERNATIONAL CONSULTANTS, INC.		

SECTION A - SUPPLEMENTAL INFORMATION
1. This is a bi-lateral modification.

2 The purpose of this modification 03 to task order 0027 is two-fold; one portion of the modification funds a cost overrun and the other portion funds and provides a one-time, six month extension to the period of performance. The task order is modified as follows:

- a) CLIN 1001AB/ACRN AA is established to fund 132 over LOE hours in the amount of \$12,474.77 (4,019.43 for December 2003 and \$8,455.34 for January 2004). This CLIN funds a cost overrun, is a cost ONLY CLIN and contains NO FEE.
 - c) CLIN 1001AC ACRN AA (Cost-Plus-Fixed-Fee) is established to add 960 LOE hours in the total amount of \$62,435.38 (\$58,901.30 for cost and \$3,534.06 in fixed fee) to fund the extended 960 hour period of performance. The additional level of effort extends the period of performance for this task order from 27 January 2004 until 30 July 2004.
 - d) Adds the new Clauses and Attachment (as further specified below) with terms and conditions to the Description/Specifications/Work Statement under Section C and Section J to provide management controls in the area of cost, schedule and performance. The following clauses are added to the task order:
 - 10.0 Monthly Task Order Cost and Status Report
 - 11.0 Travel
 - 12.0 Government-Furnished Property/Equipment
 - 12.2 Security
 - 13.0 Contracting Officer's Representative (COR)
- Attachment A - Contract Data Requirements List (CDRL)
A001 - Monthly Cost and Status Report
A002 - Trip Report

3. As a result of this modification, the total dollar value of task order 0027 is increased by \$74,910.15 from \$138,669.51 to \$213,579.66.
4. All other terms and conditions under this task order remain unchanged.

*** END OF NARRATIVE A 004 ***

Name of Offeror or Contractor: INTERNATIONAL CONSULTANTS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AB	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
	<u>CONTRACTOR SPT - FT. EUSTIS</u>				\$ 12,474.77
	NOUN: CONTRACTOR SPT - FT. EUSTIS				
	PRON: J642D206J6 PRON AMD: 01 ACRN: AC				
	AMS CD: 51108309008				
	Cost Only (NO FEE) to fund 132 overrun level of efforts hours (\$4,019.43 December 2003 & \$8,455.34 for January 2004) (This CLIN added by Modification 03)			Estimated Cost	\$12,474.77
				NO Fixed Fee	- 0 -
				Total CPPF	\$12,474.77
	(End of narrative B001)				
	<u>Inspection and Acceptance</u>				
	INSPECTION: Origin ACCEPTANCE: Origin				
	<u>Deliveries or Performance</u>				
	DLVR SCH	PERF COMPL			
	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>		
	001	0	27-JAN-2004		
	\$ 12,474.77				

Name of Offeror or Contractor: INTERNATIONAL CONSULTANTS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AC	<div><div>HEMIT - CONTRACTOR SPT</div><div><div>NOUN: HEMTT - CONTRACTOR SPT</div><div>PRON: J642D207J6PRON AMD: 01ACRN: AC</div><div>AMS CD: 51108309008</div></div><div><div>Labor (960 level of effort hours)</div><div>to support PM HTV.</div><div>(This CLIN added by modification 03)</div></div><div>(End of narrative B001)</div><div><div>Inspection and Acceptance</div><div>INSPECTION: OriginACCEPTANCE: Origin</div></div><div><div>Deliveries or Performance</div><div><div>DLVR SCH</div><div><div>REL CD</div><div>QUANTITY</div><div>DATE</div></div><div>001030-JUL-2004</div></div></div></div>				<div>\$62,435.38</div> <div><div>Estimated Cost:</div><div>Fixed Fee:</div><div>Total CFF</div></div> <div><div>\$58,901.30</div><div>\$ 3,534.08</div><div>\$62,435.38</div></div>

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Name of Offeror or Contractor: INTERNATIONAL CONSULTANTS, INC.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

10.0 Monthly Task Order Cost and Status Report. The Contractor shall electronically submit monthly status reports to the COR in Contractor format in accordance with CDRL A001. The report will be a synopsis of contractor activity for the previous month and will be delivered NLT the 10th day of each month. These reports shall include maximum number of funds and level of effort (hrs) expended; funds and level of effort (hrs) remaining; detailed description of any travel or ODC charges during the reporting period (including amount expended for travel and amount remaining on travel CLIN); detailed description of the discrete individual task order status (identify activities by SOW paragraph number), action items and responsible parties, outstanding issues or problems, and work effort completed to date. This report shall be submitted in accordance with CDRL A001.

10.1 The Contractor shall manage and control the resources necessary to ensure timely achievement of all of the requirements of this task order in the most economical manner. If, any time, the contractor has reason to believe that hours which it expects to incur in performance of a particular task exceed the estimated number of authorized hours, the contractor shall notify both PCO and COR in writing. Said notice must be furnished as early as possible and prior to the incurrence of any additional hours. The contractor is required to notify the contracting officer in writing when 75% of the total 960 ordered hours have been expended.

11.0 Travel. Contractor personnel may be required to travel in order to perform this task order. A ceiling-priced CLIN for travel was established by Modification 01. The Government COR must authorize all travel in advance. Authorized travel shall be payable as a direct cost and vouchers for reimbursement of travel must be included with the monthly invoice and approved by the COR prior to payment. There will be no reimbursement for local travel in and around contractor's place of performance at Ft. Eustis, VA (within 50 mile radius). The contractor shall provide a written certification, prior to travel, that sufficient funds are available on the travel CLIN to complete the travel. Air travel will be accomplished on regularly scheduled commercial flights in the most economical manner consistent with the successful accomplishment of the mission. Reimbursement for the cost of lodging and incidental expenses will be considered to be reasonable and allowable to the extent that costs submitted for reimbursement do not exceed the rates and amounts allowed by the Joint Travel Regulation as applies to civilian employees of the United States Government.

11.1 The contractor shall document after action trip and meeting reports (via electronic or written format as directed) for each attended event. Trip Reports will include an event synopsis, assessment, list of actions and outstanding issues and recommendations, required actions, taskers, and supporting documentation. A trip report (including dates, time and location of travel) is required and must be submitted in accordance with CDRL A002. Point of origin for all trips is Ft. Eustis, VA.

12.0 Government-Furnished Property/Equipment. In order to perform the tasks specified, the Government will provide the use of Government-furnished facilities or equipment (workstation/desk, computer, printer, software, local area network connection, telephone (desktop), data facsimile, office supplies, reproduction services) at Bldg 705, Ft. Eustis, VA. The Contractor shall ensure that any and all uses of such Government facilities and equipment are directly related to the discrete tasks in the order and are dedicated to Government use only. The contractor shall ensure that employees strictly adhere to the policy standards for the use of Government Automated Information Systems (AIS) and Information Systems Security policy. The contractor shall confirm condition of all equipment and return same at the end of the performance period.

12.1 The costs for housing, travel (to/from Ft. Eustis and place of residence) and food for onsite employee is not an allowable cost under this task order. Contractor shall not be reimbursed for any work performed by the onsite employee that is (a) outside the scope of work (b) an inherently Governmental function or (c) used to aid, influence or enact legislation. The onsite employee's effort will be performed in strict accordance with the scope of work of this task order. The policies of the Office of Federal Procurement Policy Letter 92-1 and Department of Defense Directive 4205-2 must be followed. While rendering services under this task order, the contractor employee is not subject, by contract terms or in any manner of its administration, to the supervision and control normally prevailing in relationships between the Government and its employees. The onsite employee agrees to refrain from any activity that will appear, in effect, to be that of a Government employee and is prohibited from performing inherently Governmental functions. Appropriate COR control must be preserved to ensure that the onsite employee's performance of permissible services does not approach or appear to approach prohibited personal services because of the manner in which the task order is performed or administered. The onsite employee will be monitored/observed but not supervised by the COR and other Government employees while performing.

12.2 Security. The contractor must obtain a favorable investigation before accessing the US Army databases and Local Area Network in accordance with Army Regulation AR 380-19. All information or data developed under this contract belongs to and is the property of the U.S. Government and shall be classified for official use only (FOUO). The contractor shall not release information or data without the express written approval of the Procuring Contracting Officer. Only U.S. Citizens are authorized to work on this effort. Non-Use and Non-Disclosure Agreements are required of all contractor personnel performed under this task order.

13.0 Contracting Officer's Representative (COR). The COR is an individual designated in accordance with DFARS 201.602-2 and is authorized in writing by the contracting officer to perform specific technical functions. The contracting officer has designated Ms. Merilyn Carlock (Ph 586.574.6263)(carlockm@taacom.army.mil) as the contracting officer's representative (COR) for this task order. The Contractor will receive a copy of the written designation after task order award. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quantity, delivery or any other term or condition of this task order. The COR is not authorized to appoint Functional Technical Representatives under this task order.

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Name of Offeror or Contractor: INTERNATIONAL CONSULTANTS, INC.

14.0 Organizational Conflict of Interest. As a condition of award of this task order, the contractor's eligibility for future prime contract awards or subcontract awards may be restricted regarding any future Tactical Wheeled or Tactical-Whelled Modernization acquisitions. by his signature on this modification, the contractor agrees to outline the actions to be taken by the contractor during the performance of the task to avoid and mitigate any conflict of interest. The Contractor agrees, for specific vehicle and systems support under this order, that the Government or an authorized representative may, up to three years after acceptance of all programmatic documentation to be delivered under this task order, restrict the Contractor's future participation in any resulting tactical wheeled or TW modernization acquisition action(s). If the Contractor demonstrates to the Contracting Officer that there may be a possible conflict of interest arising out of an existing contract, the Contracting Officer shall take the necessary action to delete that requirement from this task order.

*** END OF NARRATIVE C 002 ***

Name of Offeror or Contractor: INTERNATIONAL CONSULTANTS, INC.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ <u>ITEM</u> <u>MIPR</u>		OBLG STAT/ <u>JOB ORD NO</u>			INCREASE/DECREASE <u>AMOUNT</u>		CUMULATIVE <u>AMOUNT</u>
	<u>ACRN</u>				<u>PRIOR AMOUNT</u>			
1001AB	J642D206J6	AC	1	\$	0.00	\$	12,474.77	\$ 12,474.77
	51108309008		4ZHT20					
	A14P50081CHM							
1001AC	J642D207J6	AC	1	\$	0.00	\$	62,435.38	\$ 62,435.38
	51108309008		4ZHT20					
	A14P50081CHM							
					NET CHANGE	\$	74,910.15	

SERVICE	NET CHANGE				ACCOUNTING		INCREASE/DECREASE
<u>NAME</u>	<u>BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>			<u>STATION</u>		<u>AMOUNT</u>
Army	AC	21 42035000041C1C03P5110832512 S20113			W56HZV	\$	74,910.15
					NET CHANGE	\$	74,910.15

		PRIOR AMOUNT		INCREASE/DECREASE		CUMULATIVE
		<u>OF AWARD</u>		<u>AMOUNT</u>		<u>OBLIG AMT</u>
NET CHANGE FOR AWARD:	\$	138,669.51	\$	74,910.15	\$	213,579.66

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Name of Offeror or Contractor: INTERNATIONAL CONSULTANTS, INC.			

SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	CONTRACT REQUIREMENTS DATA LIST			

CONTRACT DATA REQUIREMENTS LIST

Form Approval OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either these addresses. Send completed form to the Government Issuing Contracting Office listed in Block E.

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A. CONTRACT LINE ITEM NO	B. EXHIBIT: A	C. CATEGORY:
D. SYSTEM/ITEM: TSM-TWVM	C. CONTRACT/PR NO.: DAAE0799DS011/0027	F. CONTRACTOR: ICI Inc.

1. DATA ITEM NO A001
2. TITLE OF DATA ITEM: Contractor's Progress, Status & Mgt Report
3. SUBTITLE:
4. AUTHORITY: DI-MGMT-80227 5. CONTRACT REFERENCE: 10.0 (incl) 6. REQUIRING OFFICE: SFAE-CSS-TV-H
7. DD250 REQ: no 8. APP CODE: 9. DIST. STATEMENT REQUIRED: See block 16
10. FREQUENCY: Mthly 11. AS OF DATE: 30 DARO 12. DATE OF FIRST SUB: 10th of ea mo
13. DATE OF SUBS.SUB: Monthly
14. DISTRIBUTION A. ADDRESSEES see block 16
B. COPIES see block 16
15. TOTAL: see block 16

16. REMARKS: Contractor format is acceptable. Contractor must identify (in subject line of e-mail) the Task Order number for the status report being submitted. Contractor shall make electronic delivery (to arrive before the 10th day of each month) via e-mail to the following addresses:
carlockm@tacom.army.mil
mccullom@tacom.army.mil

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE:
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A. CONTRACT LINE ITEM NO	B. EXHIBIT:	C. CATEGORY:
D. SYSTEM/ITEM: TSM-TWVM	E. CONTRACT/PR NO. DAAE0799DS011/0027	F. CONTRACTOR: ICI Inc.

1. DATA ITEM NO A002
2. TITLE OF DATA ITEM: Trip Report
3. SUBTITLE:
4. AUTHORITY: DI-MISC-80508A CONTRACT REFERENCE: 11.0 6. REQUIRING OFFICE: SFAE-CSS-TV-H
7. DD250 REQ: 8. APP CODE: 9. DIST. STATEMENT REQUIRED:
10. FREQUENCY: as required
11. AS OF DATE: 12. DATE OF FIRST SUB: see block 16
13. DATE OF SUBS.SUB: as required
14. DISTRIBUTION A. ADDRESSEES see block 16
B. COPIES see block 16
15. TOTAL: see block 16

16. REMARKS: Individual trip report is required after each travel event. Contractor format is acceptable. Contractor shall make electronic delivery of individual trip report within five (5) days after completion of travel via e-mail to the following addresses
carlockm@tacom.army.mil
A consolidation of all travel events shall also be included in the Contractor's monthly cost and status report required under A001.

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE:
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